

After recording return to:
Katie Kendall
McCullough Hill Leary, PS
701 Fifth Avenue, Suite 6600
Seattle, Washington 98104

Abbrev. Legal: Lots 6, 7, and 8, Block 10, Brooklyn Addition to Seattle, according to the plat thereof recorded in Volume 7 of Plats, Page 32, in King County, Washington
Assessor Parcel #: 1142000930
Recording # Related Document: 20210607001384

FIRST AMENDMENT TO COVENANT FOR LANDMARK TRANSFERABLE DEVELOPMENT POTENTIAL

THIS FIRST AMENDMENT TO THE COVENANT FOR LANDMARK TRANSFERABLE DEVELOPMENT POTENTIAL (“Amendment”) is made this 21st day of October, 2021, by and between STANDARD AT SEATTLE, LLC, a Delaware limited liability company (“Grantor”), and THE CITY OF SEATTLE, a Washington municipal corporation acting through its Department of Neighborhoods (the “City” or “Grantee”).

Recitals

- A. The Covenant for Landmark Transferable Development Potential (“Covenant”) sets forth a requirement for Grantor to replace the boiler at the Canterbury Court by July 31, 2021.
- B. Due to supply chain issues caused by the COVID-19 pandemic, the parts for the boiler are currently unavailable.
- C. The Parties wish to amend the Covenant for Landmark Transferable Development Potential to account for the delay in boiler installation due to issues beyond the Grantor’s control on the terms and conditions set forth herein.

Amendment

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Covenant for Landmark Transferable Development Potential is hereby amended as follows:

1. Section 2.B.2. Section 2.B.2 of the Covenant is hereby amended in its entirety to read as follows:
- 2) The Grantor shall replace the building's central boiler and submit documentation to the Landmarks coordinator by December 31, 2021. This work will not require review by Landmarks Preservation Board coordinator unless proposed to be done in a manner that physically alters or changes the appearance of the building exterior or site.
2. Nonmodification. Except as herein modified or amended, the provisions, conditions and terms of the Covenant shall remain unchanged and in full force and effect.
3. Record Notice. This Amendment shall be recorded with the King County Recorder's Office.
4. Counterparts. This Amendment may be executed in counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

Grantor:

City:

THE STANDARD AT SEATTLE, LLC,
a Delaware limited liability company

THE CITY OF SEATTLE

By: LCD-HHC Seattle, LLC, a Delaware
limited liability company, its Sole Member

By: _____
Name: Andrés J. Mantilla

By: _____
Name: J. Wesley Rogers, its Authorized Signatory

Title: Director, Department of Neighborhoods

Title: _____

Date: _____

Date: _____